



**DATA SHARING AGREEMENT
BETWEEN
DES MOINES PUBLIC SCHOOLS
AND
UNITED WAY OF CENTRAL IOWA**

This Data Sharing Agreement is entered into by and between Des Moines Public Schools (DMPS) and United Way of Central Iowa (UWCI) in effort to serve the best interests of the District's students and families. Both parties have mutually aligned education goals and this agreement will foster community collaboration towards those goals.

Period of Agreement

The period of this Agreement shall be in effect from July 1, 2012 until August 31, 2013. The Agreement will be reviewed annually and may be amended to be extended.

Intended Use of Data

Data will be used to review the impact of programming on the academic success of students served. UWCI will provide a list of students served by funded programs to DMPS. The data provided will be limited to the data available through the District's Early Indicator System (EIS) and may be limited further based on the confidentiality level of the data.

UWCI will upload the data into their Efforts to Outcomes (ETO) system and use that and Results Scorecard for analysis of program performance, gap analysis, and to review of community trends. UWCI Agencies that use ETO will then also have access to the individual data of their students served.

Constraints on Use of Data

There will be no further dissemination of individual student data exported from ETO. Any reports or data analysis that are published will not have any individual student data and will first be reviewed by DMPS before being released publicly.

Data Security

UWCI shall employ industry best practices, both technically and procedurally, to protect DMPS student data from unauthorized physical and electronic access. Methods employed are subject to annual review and approval by DMPS.

UWCI will certify that individuals with access to the data have had a background check including but not limited to assault, felony convictions, child and dependent abuse charges. Any exceptions to this requirement must be approved in writing by DMPS.

Compliance with Applicable Laws and Regulations

This Agreement is intended to comply with the requirements of the Family Educational and Privacy Rights Act, 20 U.S.C. § 1232g and this Agreement is authorized pursuant to 20 U.S.C. § 1232g(b)(1)(F).

Amendments and Alterations to this Agreement

DMPS and UWCI may amend this Agreement by mutual consent, in writing, at any time. The Agreement will be reviewed annually for renewal.

Indemnification

UWCI shall defend, indemnify, release, and hold DMPS harmless from and against all Claims, Losses, and Expenses when arising out of or incidental to this Agreement regardless of the negligence or fault of DMPS or any other entity or person.

Termination of Services

In the event DMPS or UWCI terminates this Agreement, or UWCI ceases operation, UWCI shall return to DMPS all data provided. UWCI shall certify in writing within five business days that all copies of the data stored on UWCI servers, backup servers, backup media, or other media including paper copies have been permanently erased* or destroyed.

Date: _____
Des Moines Public Schools
Tom Ahart
Signature: _____

Date: _____
United Way of Central Iowa
Mary Sellers
Signature: _____